



INVITATION to BID
SALE OF SURPLUS VEHICLES & EQUIPMENT

Project # 2016-02

MARTHA'S VINEYARD TRANSIT AUTHORITY
11 A STREET – BUSINESS PARK
EDGARTOWN, MA 02539

(508) 693-9440
Fax (508) 693-9953
www.vineyardtransit.com

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Surplus Vehicle Detail:

2004 Bluebird CSRE - VTA 54

- Diesel
- 37' Length
- Approximate mileage = 236,026

2010 International HC - VTA 65

- Diesel
- 25' Length
- Approximate mileage = 238,085

2010 International HC – VTA 66

- Diesel
- 25' Length
- Approximate mileage = 253,197

2010 International HC – VTA 67

- Diesel
- 27' Length
- Approximate mileage = 243,924

2010 International HC – VTA 68

- Diesel
- 27' Length
- Approximate mileage = 286,843

Surplus Equipment Detail:

Snowex Sand Spreader

- SP325
- S/N J1-123399
- Purchased in 2010

Kanlan 72" Plow

- S/N RFVB72086
- Purchased in 2010

INSTRUCTIONS TO BIDDERS

The enclosed forms and the legal advertisement contained in this bid package constitute an integral part of the sale of the vehicles and equipment to all interested bidders. All forms contained herein must be completely filled out in order for the bid to be considered responsive.

All interested bidders shall be required to follow the timetable, which is contained within this bid package, and the instructions contained in the legal advertisement.

Each vehicle or piece of equipment being bid on must be accompanied by a certified bank check in the amount of your bid for that vehicle or piece of equipment. Checks should be made payable to "VTA". The failure to include the certified bank check(s) in the bid package may result in disqualification. If you are not the winning bidder of the vehicle(s) or equipment, your check(s) will be re-issued to you through the VTA.

Sealed bids with certified bank check(s) should be mailed or delivered to:

Lauren Thomas
Martha's Vineyard Transit Authority
11 A Street – Business Park
Edgartown, MA 02539

**Sealed bids must be received by 12:00 PM (EST) on
Wednesday, October 7, 2015**

ALL BIDS MUST BE IN A SEALED ENVELOPE CLEARLY MARKED
"SURPLUS VEHICLE & EQUIPMENT BID"

**LEGAL ADVERTISEMENT
INVITATION TO BID
SALE OF SURPLUS VEHICLES & EQUIPMENT**

The Martha's Vineyard Transit Authority (VTA) is requesting sealed bids for the sale of one (1) 2004 Bluebird CSRE Bus, four (4) 2010 International HC Buses, one (1) Snowex Sand Spreader and one (1) Kanlan 72" Plow. The above vehicles and equipment have been taken out of VTA service and will be sold in "as is" condition with no warranty expressed or implied. The VTA urges prospective bidders to view the vehicles and/or equipment before submitting a bid.

The above vehicles and equipment will be available for inspection at 11 A Street in the MV Business Park, Edgartown, MA, by calling (508) 693-9440 ext.125. Inspections will be by appointment ONLY, during normal business hours, Monday through Friday, 8:30am to 4:30pm.

Bids must be placed in a sealed envelope marked "Surplus Vehicle & Equipment Bid". The envelope should be addressed to:

Lauren Thomas
Martha's Vineyard Transit Authority
11 A Street – Business Park
Edgartown, MA 02539

Sealed bids must be received by the VTA Administrative Office prior to 12:00 PM (EST) on Wednesday, October 7, 2015 and must be submitted on the forms supplied by the VTA.

The VTA reserves the right to accept or reject any or all bids in total or in part and to waive informalities and irregularities, as it may deem to be in the VTA's best interest.

SCHEDULE FOR SALE OF SURPLUS VEHICLES & EQUIPMENT

1. Advertise in the Goods and Services Bulletin no later than Monday, September 14, 2015.
Advertise in local newspaper no later than Friday, September 18, 2015.
2. Inspection period: Monday, September 21, 2015 through Friday, October 2, 2015, by appointment ONLY during normal business hours (8:30 am – 4:30 pm).
3. Bid receipt deadline prior to 12:00 PM EST on Wednesday, October 7, 2015.
4. Award bids no later than Wednesday, October 14, 2015.
5. Successful bidders must remove vehicle(s) and/or equipment from the property no later than Wednesday, October 21, 2015.

**MARTHA'S VINEYARD TRANSIT AUTHORITY (VTA)
VEHICLE BID FORM**

BIDDER MUST SUBMIT BID ON THIS FORM

****Bidders May Bid On Any Combination of Vehicles and/or Equipment****

VEHICLE	VIN #	VTA VEHICLE #	BID AMOUNT
2004 Bluebird CSRE	1BAGKBXA24F218442	54	\$_____
2010 International HC	4DRASAAL3 AH207316	65	\$_____
2010 International HC	4DRASAAL5AH207317	66	\$_____
2010 International HC	4DRASAAL1AH211526	67	\$_____
2010 International HC	4DRASAAL3AH211527	68	\$_____
Snowex Sand Spreader		N/A	\$_____
Kanlan 72" Plow		N/A	\$_____

IT IS UNDERSTOOD THAT THE AUTHORITY IS SELLING THE VEHICLE(S) AND EQUIPMENT AS IS AND WHERE IS AND THAT THERE IS NO WARRANTY EXPRESSED OR IMPLIED AS TO VEHICLE OR EQUIPMENT CONDITIONS OR ANY PART THEREOF. THE SUCCESSFUL BIDDER AGREES TO REMOVE THE STRIPING AND LOGOS OFF THE VEHICLE(S) BEFORE THE VEHICLE IS PUT INTO USE. THE SUCCESSFUL BIDDER IS REQUIRED TO FURNISH A CERTIFIED BANK CHECK IN THE AMOUNT OF THE BID TO COMPLETE THE SALE OF THE VEHICLE(S) AND/OR EQUIPMENT.

NAME OF BIDDER:

ADDRESS:

TELEPHONE:

FAX:

EMAIL:

(_____) (_____)

SIGNATURE: _____
(Sole Bidder or Authorized Representative of Company) Date

RELEASE FORM

_____, 2015

I, _____, of _____, have inspected the vehicle(s) and/or equipment as advertised for sale by the Martha's Vineyard Transit Authority (VTA), which I am purchasing from the VTA. In consideration of the sale of said vehicle(s) and/or equipment by the VTA to me, and signing over the vehicle(s) title(s) to me, I hereby agree that:

1. It shall be my responsibility to repair any defects and deficiencies; and
2. I shall cause such repairs to be performed and said defects and deficiencies cured prior to my registering and using said vehicle(s) and/or equipment; and
3. I forever release, discharge, hold harmless and indemnify the Martha's Vineyard Transit Authority (VTA) for any claims, demands, damages and liabilities whatsoever of every name and nature as a result of any failure on my part to do so.

SIGNATURE OF PURCHASER

State of Massachusetts

County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identity, which was/were _____, to be the person whose name was signed on the preceding or attached document in my presence.

Signature of Notary Public

My commission expires _____

Please affix official notary stamp and/or seal

VEHICLE & EQUIPMENT INSPECTION REPORT

The vehicle(s) and/or equipment are being released WITHOUT a full inspection report for the expediency of the purchaser, and said purchaser agrees to comply with paragraphs numbered 1, 2, and 3 of the "RELEASE FORM" on page 8, dated _____, regardless of any known or unknown defects.

Purchaser: _____

Date: _____

REQUIRED FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

A. Termination of Contract

The VTA reserves the right to accept or reject any or all bids in total or in part and to waive informalities and irregularities, as it may deem to be in the VTA's best interest.

B. Disadvantaged Business Enterprise

1. The Federal Fiscal Year goal has been set by the VTA in an attempt to match projected procurements with available qualified disadvantaged businesses VTA goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by VTA as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, VTA may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy:

It is the policy of the Department of Transportation and VTA that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of VTA to promote the development and increase the participation of businesses owned and controlled by disadvantaged individuals. DBE involvement in all phases of VTA procurement activities are encouraged.

- (b) **DBE Obligation:** The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- (c) Where the Contractor is found to have failed to exert reasonable and good faith efforts to involve DBE's in the work provided, VTA may declare the contractor noncompliant and in breach of contract.
- (d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with VTA DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of VTA and will be submitted to VTA upon request.
- (e) VTA will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request.
 - * Identification of qualified DBE
 - * Available listing of Minority Assistance Agencies
 - * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

- (a) Disadvantaged business "means a small business concern"
 - i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 - iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - iv. Whose management and daily business operations are controlled by one or more women individuals who own it.
- (b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.
- (c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic

Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

- i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the US Trust Territories of Pacific, and the Northern Marianas;
- v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

C. Civil Rights The following requirements apply to the underlying contract:

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. & 2000d, section 303 of the Age Discrimination Act of 1975, as amended, or 42 U.S.C., 6102, section 202 of the ADA of 1990, 42 U.S.C. & 12132, and Federal Transit law at 49 U.S.C. & 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. & 2000e, and Federal Transit laws at 49 U.S.C. & 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. & 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the

Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal Transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

G. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

H. No Obligation by the Federal Government

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government is not a party to this contract and shall not subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

I. Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* And US DOT regulations "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of

the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

J. Incorporation of Federal Transit Administration (FTA) Terms

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contact provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any VTA requests which would cause VTA to be in violation of the FTA terms and conditions.